

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA**

**PATRICIA WHEELLES,**

**Plaintiff,**

**v.**

**NELSON'S ELECTRIC MOTOR,  
SERVICES, GARY NELSON,  
individually, and in his official capacity,  
LOUISE PARTIKA, individually, and  
in her official capacity, and RENE  
MORGAN, individually, and in her  
official capacity,**

**Defendants.**

2008 APR 22 P 3:21

DEBRA P. HACKETT, CLK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

**CASE NO. 3:07-cv-1006-TFM**

**PLAINTIFF'S RESPONSE IN OPPOSITION TO  
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

COMES NOW Patricia Wheelles, Plaintiff in the above-styled cause, and files her Response in Opposition to Defendants' Motion for Summary Judgment. The Defendants' Motion for Summary Judgment is due to be denied. As grounds for so moving, Plaintiff sets down and assigns the following:

**INTRODUCTION**

The Plaintiff, Patricia Wheelles, a former employee of Nelson's Electric Motor Services, brought the instant case alleging that she was discriminated by the Defendants due to her age, religious beliefs, was subjected to a hostile work environment, and as a result of this discrimination, was wrongfully terminated. (Plaintiff's Complaint). This suit followed the Plaintiff's filing of a Charge of Discrimination with the EEOC on December 5, 2006, and the EEOC's mailing of its Dismissal and Notice of Rights to the Plaintiff on August 27, 2007. (See

EEOC Charge of Discrimination and Dismissal and Notice of Rights, attached hereto as Exhibit 1).

**STATEMENT OF FACTS**

1. Plaintiff was employed by Nelson's Electric Motor Services from on or about August 1999 until on or about August 2006, when she was wrongfully terminated. (Plaintiff's Complaint; Deposition of Patricia Wheelles, attached hereto as Exhibit 2, page 6, ll. 18-20).

2. On or about May 5, 2005, the Plaintiff, Patricia Wheelles, began to be treated differently and thereafter her job duties were changed. (Plaintiff's Complaint).

3. On or about May 5, 2005, a significantly younger female, the Defendant, Renea Morgan, was hired. (Plaintiff's Complaint).

4. After the hiring of Defendant Renea Morgan, the Plaintiff's position and job duties were delegated to the Defendant, Renea Morgan, which eventually resulted in the dismissal of the Plaintiff from her employment with the Defendant, Nelson's Electric Motor Services. (Plaintiff's Complaint).

5. The Plaintiff's dismissal from her employment with the Defendant, Nelson's Electric Motor Services, was without justification or reason. The Defendant told the Plaintiff that the company no longer could support three office personnel, and as such, she was fired. (Deposition of Patricia Wheelles, Exhibit 2, p. 52, ll.4-10).

6. After the termination of the Plaintiff, the Defendant hired a third office employee, after telling the Plaintiff that the company could not support three office personnel. (Deposition of Patricia Wheelles, Exhibit 2, p. 52, ll.11-13; Affidavit of Gary Nelson, attached to Defendants' Motion for Summary Judgment).

7. The Defendants Gary Nelson and Renea Morgan began an interpersonal relationship resulting in a hostile work environment for the Plaintiff. (Plaintiff's Complaint; Deposition of Patricia Wheelles, Exhibit 2, p. 60, ll.1-23).

8. As a result of the Defendants Gary Nelson and Renea Morgan's relationship, the Plaintiff was caused to endure ridicule from other employees regarding her religious beliefs. (Plaintiff's Complaint; Deposition of Patricia Wheelles, Exhibit 2, p.60, ll.1-23).

9. When the Plaintiff attempted to inform the Defendant, Gary Nelson, of the hostility she was being forced to endure, the Defendant refused to listen, telling her he didn't care. (Deposition of Patricia Wheelles, Exhibit 2, p. 48, ll.11-22).

10. In June 2006, Defendant Gary Nelson, stated to the Plaintiff that he was going to give Defendant Renea Morgan a 15% raise, and that the Plaintiff would only receive a 10% raise. (Plaintiff's Complaint).

11. Later in June 2006, the Defendant, Gary Nelson, again approached the Plaintiff, this time to inform her that if she wished to continue working for Nelson's Electric Motor Service, that she would have to do so at the Opelika Shop. (Plaintiff's Complaint; Deposition of Patricia Wheelles, p. 53, ll.10-23).

12. The Plaintiff was told by Defendant Gary Nelson, that she was to begin working at the Opelika Shop no later than August 31, 2006. (Plaintiff's Complaint).

13. The Defendant, Gary Nelson, made sure that the Plaintiff was made aware that unlike the male employee Brian Voss, who travels to the Opelika Shop and receives a reimbursement check for gas expenses associated with his travel, that she would not receive any reimbursement for gas, nor would she receive a pay increase other than her 10% raise. (Plaintiff's Complaint; Deposition of Patricia Wheelles, Exhibit 2, p. 55, ll.4-17).

14. In reliance on the aforementioned statements made to the Plaintiff regarding her working at the Opelika Shop, the Plaintiff purchased a more gas efficient vehicle. (Plaintiff's Complaint; Deposition of Patricia Wheelles, p. 53, ll.10-23).

15. Upon the Plaintiff's termination from her employment with the Defendant, the Plaintiff was caused to suffer physically hostile treatment from Defendant, Gary Nelson. The Defendant grabbed the Plaintiff's arm and yanked two CD's out of her hand. (Deposition of Patricia Wheelles, p. 62, ll.1-17).

### **SUMMARY JUDGMENT STANDARD**

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law." Fed.R.Civ.P. 56(c); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S.Ct. 2548, 2552, 91 L.Ed.2d 265 (1986).

"[I]f the dispute about a material fact is 'genuine,' that is, if the evidence is such that a reasonable jury could return a verdict for the nonmoving party," summary judgment is inappropriate. *Barfield v. Brierton*, 883 F.2d 923, 933 (11th Cir.1989); *Livernois v. Medical Disposables, Inc.*, 837 F.2d 1018, 1021-22 (11th Cir.1988). "[T]he substantive law will identify which facts are material"; the district court "must view the evidence presented through the prism of the substantive evidentiary burden." *Id.* at 248, 254, 106 S.Ct. at 2513. The court must view all evidence most favorably toward the nonmoving party, and all justifiable inferences are to be drawn in the nonmoving party's favor. *Id.* at 255, 106 S.Ct. at 2513-14; *Bannum*, 901 F.2d at 996; *Livernois*, 837 F.2d at 1022. If, so viewed, reasonable jurors could find a verdict for the nonmoving party under the substantive evidentiary standard, the nonmoving party can defeat

summary judgment. *Anderson*, 477 U.S. at 252, 106 S.Ct. at 2512; *Cable/Home Communication v. Network Productions*, 902 F.2d 829, 841 (11th Cir.1990); *Carlin Communication, Inc. v. Southern Bell Tel. & Tel.*, 802 F.2d 1352, 1356 (11th Cir.1986).

### **ARGUMENT**

#### **I. PLAINTIFF'S CLAIMS AGAINST THE EMPLOYEES OF NELSON'S ELECTRIC SHOULD NOT BE DISMISSED.**

Under Alabama case law, an employer is liable for the torts of an employee (1) if the employee was acting within the line and scope of his employment or (2) if the employer ratified, confirmed, or adopted the unauthorized wrongful conduct of the employee. *Moman v. Gregerson's Foods, Inc.*, 570 So.2d 1215, 1216 (Ala.1990).

In the instant matter, the allegations made the basis of the Plaintiff's Complaint as they pertain to the individual employees, were ratified, confirmed, or adopted by Gary Nelson, the Plaintiff's employer. Nelson's refusal to deter the "shop workers" use of profanity in the presence of the Plaintiff resulted in his ratifying this behavior. Furthermore, when the Plaintiff attempted to communicate the problems that she had been having with the ladies in the office, in particular Renea Morgan and Louise Partika, Gary Nelson told her that he didn't care what Renea or Louise either one did or said, nor anyone else as far as that was concerned. (Deposition of Patricia Wheelles, Exhibit 2, p. 48, ll.11-18). Nelson's refusal to address the problems that the Plaintiff was having in the workplace, was in effect his ratifying these behaviors. As such, the Defendants' Motion to Dismiss the Plaintiff's claims as to the individual employees of Nelson's is due to be denied.

#### **II. PLAINTIFF HAS STATED FACTS SUFFICIENT TO ALLEGE A VIOLATION OF HER RIGHTS UNDER TITLE VII.**

This Court has stated:

As a prerequisite to filing a lawsuit, a Title VII employee must exhaust his or her administrative remedies by timely filing a charge of discrimination with the EEOC. *See Alexander v. Fulton County, Georgia*, 207 F.3d 1303, 1332 (11th Cir.2000) (citing 42 U.S.C. § 2000e-5). The EEOC charge must "contain, among other things, '[a] clear and concise statement of the facts, including pertinent dates, constituting the alleged unlawful employment practices.'" *Id.* (quoting 29 C.F.R. § 1601.12(a)(3)). "A plaintiff's judicial complaint is limited by the scope of the EEOC investigation which can reasonably be expected to grow out of the charge of discrimination." *Id.* In the latter regard, the Eleventh Circuit has stated: "As long as allegations in the judicial complaint and proof are 'reasonably related' to charges in the administrative filing and 'no material differences' between them exist, the court will entertain them." *Wu v. Thomas*, 863 F.2d 1543, 1547 (11th Cir.1989) (citations omitted). "Judicial claims which serve to amplify, clarify, or more clearly focus earlier EEO complaints are appropriate. Allegations of new acts of discrimination, offered as the essential basis for the requested judicial review are not appropriate." *Id.*

*Cobb v. Marshall*, 481 F.Supp.2d 1248, 1254 (M.D. Ala. 2007).

The Plaintiff's claims all are claims that can reasonably be expected to grow out of the charge of discrimination. The Defendants state that the Plaintiff originally alleges that Reana Morgan was the employee that replaced her. (Defendants' Memorandum Brief in Support of Motion for Summary Judgment). Notwithstanding the Defendant Nelson's hiring of Debra Keel, and her subsequent separation from employment with the same, the Plaintiff maintains that she was fired to make room for Reana Morgan's advancement within the company. (Deposition of Patricia Wheelles, Exhibit 2, p. 23, ll. 5-11). During the Plaintiff's Deposition, while on direct examination by counsel for the Defendants, the following was stated:

Q. Well, let me ask you this, Patricia. Why were you terminated?

A. Gary Nelson just told me that he didn't have room for three of us in the office and that he wanted Renea to take over the office, that Louise would be retiring in about four years. By then Renea would learn how to do things.

*Id.*

The Plaintiff's Notice of Charge of Discrimination, filed with the EEOC on or about December 14, 2006, stated in relation to her dismissal from employment with Nelson's the following:

...This dismissal was without justification or reason, as the Complainant, Patricia Wheelles, had been an exemplary employee. This dismissal was the result of the Complainant, Patricia Wheelles, being replaced by a younger employee. Said younger employee developed an interpersonal relationship with the owner of said company, ... resulting additionally in a hostile work environment and/or sexual harassment. ...

(See EEOC Charge of Discrimination, attached hereto as Exhibit 1).

The Defendant's hiring of another female, within the same age range as the Plaintiff, following the Plaintiff's termination from employment, does not negate the Plaintiff's claims. Rather, the Defendant's hiring of another female office worker following the Plaintiff's termination, ratifies the Plaintiff's position that she was wrongfully terminated. The Defendant told the Plaintiff that she was being terminated because the company could no longer support three office personnel. Once the Plaintiff was terminated, the Defendant hired a third office person, thus lending credence to the Plaintiff's claim that she was unjustly terminated. (Defendants' Motion for Summary Judgment).

**A. Hostile Work Environment Claim**

The Defendants cite to *Harris v. Forklift Sys. Inc.*, regarding the requirements for establishing a claim for hostile workplace. Assuming *arguendo* that this is the proper standard for discrimination claims, the Plaintiff has met the requirements thereto.

*Harris* sets forth the following standard to establish discriminatory conduct resulting in a hostile workplace, the conduct must be "so severe or pervasive that it create[s] a work environment abusive to employees because of their race, gender, religion or national origin..." *Harris v. Forklift Sys. Inc.*, 510 U.S. 17, 22-24, 114 S. Ct. 347, 371, 126 L. Ed. 2d 295 (1993).

The Plaintiff has alleged that the Defendants discriminated against her based upon her gender and her religion. (Plaintiff's Complaint) Furthermore, the Plaintiff testified in her deposition that the hostility shown towards her, in particularly that of Renea Morgan, created a hostile work environment.

Ms. Morgan's treatment towards the Plaintiff, her comments regarding the Plaintiff's religious beliefs, her berating the Plaintiff, her flaunting of her relationship with Mr. Nelson, etc., created an environment that was, according to the Plaintiff in her deposition, "[...]was very uncomfortable to go to work there. I went because I had bills to pay." (Deposition of Patricia Wheelles, Exhibit 2, p. 61, ll. 11, 12). Furthermore, the Plaintiff testified in her deposition that the shop workers routinely cussed around the office, even to the Plaintiff directly. (Deposition of Patricia Wheelles, Exhibit 2, p. 39, ll.11-23; p. 40, ll.1-15). In addition, the Plaintiff testified that Gary Nelson physically assaulted her while she was packing her belongings. (Deposition of Patricia Wheelles, Exhibit 2, p. 62, ll.1-17).

The Plaintiff has identified several incidents where she was discriminated against while employed with the Defendant's company. These were not isolated incidents that should be viewed lightly or dismissed as the Defendants would have this Court do. Rather, these incidents, when viewed together, show a pattern of discriminatory actions, that resulted in a hostile workplace, that the Plaintiff was forced to suffer due to her need for income. As such, the Defendants' Motion for Summary Judgment should be denied.

- i. **The harasser is the employer or one of its agents (or) the employer knew or should have known of the harassment caused by co-workers, but failed to take corrective action.**

The Plaintiff must show that the either: the harasser is the employer or one of its agents; or the employer knew of should have known of the harassment caused by the co-workers, but

failed to take corrective action. *Sparks v. Pilot Freight Carriers, Inc.*, 830 F.2d 1554 (11th Cir. 1987). In the instant case, not only was the harasser the employer, but the employer knew of the harassment caused by the co-workers and failed to take corrective action. The Plaintiff testified in her deposition that Gary Nelson physically assaulted her. (Deposition of Patricia Wheelles, Exhibit 2, p. 62, ll. 1-17). Furthermore, the Plaintiff attempted to inform Gary Nelson of other discriminatory acts by the employees at Nelson, but was informed by Nelson that he didn't care. (Deposition of Patricia Wheelles, Exhibit 2, p. 48, ll.11-22). Because the employer was the harasser and the employer knew or should have known of the harassment caused by the co-workers and failed to take corrective actions, the Defendants' Motion for Summary Judgment should be denied.

### **III. PLAINTIFF HAS ALLEGED FACTS SUFFICIENT TO ESTABLISH A VIOLATION OF HER RIGHTS UNDER THE ADEA.**

That Plaintiff has alleged facts sufficient to establish a violation of her rights under the ADEA. The ADEA states,

#### **a) Employer practices**

It shall be unlawful for an employer--

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply.

29 U.S.C.A. § 623.

The Plaintiff's Complaint alleges that she was terminated by the Defendant, in order to make room for a younger, less qualified, female employee. (Plaintiff's Complaint). The Defendants assert that the Plaintiff was fired for a legitimate, non-discriminatory reason. This

issue is material to this litigation, and is very contested and disputed. The standard set forth by *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 93 S. Ct. 1817, 36 L. Ed. 2d 668 (1973), the plaintiff must establish a prima facie case of discrimination. The Plaintiff in the instant matter has met this burden as she was terminated for a job that she was well qualified for, without justification, and the employer informed her that a significantly younger, less qualified candidate would be running the office in time -- in other words, this significantly younger female, who is less qualified than the Plaintiff would be taking over the duties of the office and the Plaintiff was no longer needed.

As the Defendants asserted, where age discrimination is concerned, the Plaintiff must establish the following: that 1) she is a member of a protected group of persons between the ages of forty and seventy; 2) she was qualified for the position held; 3) she was subjected to an adverse employment action; and 4) a substantially younger person filled the position that she sought or from which she was discharged. See *Damon v. Fleming Supermarkets of Fla.*, 196 F.3d 1359 (11th Cir. 1999).

In the instant matter, the Plaintiff was between the ages of forty and seventy, at the times of the incidents made the basis of the Complaint. The Plaintiff was qualified for her position, as illustrated by her length of time of employment with the Defendant Company. (Plaintiff's Complaint) The Plaintiff was subjected to an adverse employment action in that she was terminated. (Plaintiff's Complaint) Renea Morgan, a substantially younger female, has assumed the responsibility of the Plaintiff in that she is responsible for the payroll that was previously the responsibility of the Plaintiff while the Plaintiff was employed by the Defendant Company. (Plaintiff's Complaint; Defendants' Motion for Summary Judgment). As such, the Plaintiff has

established a prima facie case for age discrimination and the Defendants' Motion for Summary Judgment should be denied.

The Defendants contend that even if the Plaintiff has met her burden of establishing a prima facie case, the Plaintiff was terminated for a legitimate, non-discriminatory reason. The Defendants contend that as a result of the loss of a substantial part of its business in Alexander City, the employer was eliminating a position at the Alexander City office. Presumably this position was that of the Plaintiff's. However, the Defendant Company later employed a third employee. (Defendants' Motion for Summary Judgment). The Plaintiff was told that she was being terminated because the company could not support three office personnel positions. (Deposition of Patricia Wheelles, Exhibit 2, p. 52, ll.11-13), even though the Defendant subsequently hired a third person. Furthermore, the Defendants assert that the Plaintiff was not sent to the Opelika office, as she was originally told was going to happen resulting in the Plaintiff purchasing a more fuel economic vehicle in reliance of the same, because of the employee Ricky Lashley stating that if the Plaintiff was moved to the Opelika office, he was quit. (Defendants' Motion for Summary Judgment). The Defendants maintain that the Plaintiff and Lashley did not have a good working relationship, however, this is not the position of the Plaintiff. (Deposition of Patricia Wheelles, Exhibit 2, p. 28, ll.5-13). In fact, the Defendant, Gary Nelson, told the Plaintiff that if she was transferred to the Opelika office, that he would make sure that Ricky Lashley would fire her the moment she walked into the plant. (Deposition of Patricia Wheelles, Exhibit 2, p. 28, ll. 1-4). As such, the Defendants cannot establish a legitimate, non discriminatory reason for the termination of the Plaintiff, the Defendants' Motion for Summary Judgment should be denied.

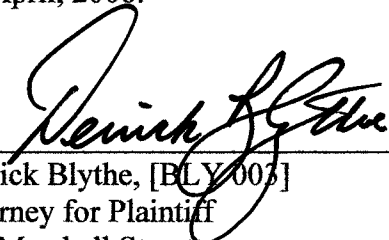
**IV. PLAINTIFF HAS ALLEGED FACTS SUFFICIENT TO ESTABLISH A GENUINE ISSUE OF MATERIAL FACT.**

There does exist a genuine issue of material fact in the instant matter so as to preclude the Defendants' Motion for Summary Judgment. The Plaintiff contends that she was discriminated against during her employment with the Defendant Company, and has testified in her deposition to the same. The Defendants assert that the Plaintiff was either not caused to suffer discrimination during her employment with the Defendant Company, or if she was caused to endure those instances that she complains, they were insignificant and do not rise to discrimination. The reason for the Plaintiff's termination from the Defendant Company is in dispute, and because the reason for termination is the basis of this suit, the Defendants' Motion for Summary Judgment should be denied. Furthermore, whether the Plaintiff was caused to suffer a hostile workplace is in dispute and because it is a material fact necessary to the Plaintiff's Complaint, the Defendants' Motion for Summary Judgment should be denied.

**CONCLUSION**

Based on the foregoing, the Defendants' Motion for Summary Judgment is due to be denied because there exists material facts as issue in the instant matter. Therefore, Plaintiff respectfully requests that this Honorable Court enter an Order denying Defendants' Motion for Summary Judgment.


Respectfully submitted, this 22 day of April, 2008.

  
\_\_\_\_\_  
Derrick Blythe, [BLY-003]  
Attorney for Plaintiff  
126 Marshall Street  
Alexander City, AL 35010  
(256)234-4101

**CERTIFICATE OF SERVICE**

I hereby certify that on the 22 day of April, 2008, that I have served a copy of the foregoing upon the following by placing a true and correct copy of the same, postage prepaid, via U.S. Mail, addressed as follows:

William Larkin Radney, III, Esq.  
Barnes & Radney, P.C., Law Firm  
80 North Central Avenue  
Post Office Drawer 877  
Alexander City, Alabama 35011-0877

  
OF COUNSEL

## Exhibit 1

### EEOC Charge of Discrimination and Dismissal and Notice of Rights

EEOC Form 161 (3/98)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

To: Ms. Patricia Wheelles  
1083 Moose Road  
Alexander City, AL 35010

From: Birmingham District Office  
Ridge Park Place  
1130 22nd Street, South  
Birmingham, AL 35205



On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

420-2007-01048

Ollie M. Croom,  
Investigator

(205) 212-2140

## THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:



The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.



Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.



While reasonable efforts were made to locate you, we were not able to do so.



You were given 30 days to accept a reasonable settlement offer that affords full relief for the harm you alleged.



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

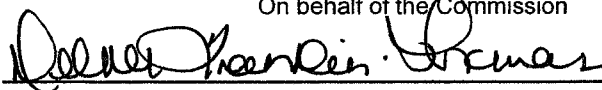
## - NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

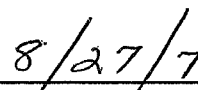
**Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission



Delner Franklin-Thomas,  
District Director



(Date Mailed)

Enclosures(s)

cc: NELSON'S ELECTRIC MOTOR SRVC  
1919 Radio Road  
Alex City, AL 35010

Derrick Blythe, Attorney  
126 Marshall Street  
Alex City, AL 35010

Larkin Radney, Attorney  
Barnes & Radney, PC  
Post Office Drawer 877  
Alexander City, AL 35011-0877

Enclosure with EEOC  
Form 161 (3/98)

**INFORMATION RELATED TO FILING SUIT  
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law.  
If you also plan to sue claiming violations of State law, please be aware that time limits and other  
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),  
or the Age Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was mailed to you** (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/00 to 12/1/00, you should file suit **before 7/1/02** -- not 12/1/02 -- in order to recover unpaid wages due for July 2000. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION -- Title VII and the ADA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:**

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

**IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.**

## Exhibit 2

### Deposition of Patricia Wheelles

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

PATRICIA WHEELLES,

Plaintiff,

VS.

NELSON'S ELECTRIC  
MOTOR SERVICES, GARY  
NELSON, individually  
and in his official  
capacity, et. al.

Defendant.

)  
)  
)  
)  
) CASE NO.:  
) 3:07 CV1006-TFM  
)  
) DEPOSITION OF:  
) PATRICIA WHEELLES  
)  
)  
)  
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S T I P U L A T I O N S

IT IS STIPULATED AND AGREED, by and  
between the parties through their respective  
counsel, that the deposition of:

PATRICIA WHEELLES

may be taken before Frances P. Looney,  
Commissioner and Notary Public, State at  
Large, at the law offices of Mr. Larkin Radney,  
Barnes and Radney, 80 North Central Avenue,  
Alexander City, Alabama 35010 on the 31st day of  
March, 2008, commencing at approximately  
10:00 a.m.

<p style="text-align: right;">Page 2</p> <p>1 IT IS FURTHER STIPULATED AND AGREED that</p> <p>2 the signature and the reading of the</p> <p>3 deposition by the witness is waived, the</p> <p>4 deposition to have the same force and effect</p> <p>5 as if full compliance had been had with all</p> <p>6 laws and rules of Court relating to the taking</p> <p>7 of the depositions.</p> <p>8 IT IS FURTHER STIPULATED AND AGREED that</p> <p>9 it shall not be necessary for any objections</p> <p>10 to be made by counsel to any questions, except</p> <p>11 as to form or leading questions, and that</p> <p>12 counsel for the parties may make objections</p> <p>13 and assign grounds at the time of the trial,</p> <p>14 or at the time said deposition is offered in</p> <p>15 evidence, or prior thereto.</p> <p>16 ***</p> <p>17 A P P E A R A N C E S</p> <p>18</p> <p>19 ON BEHALF OF THE PLAINTIFF:</p> <p>20 Hon. Derrick Blythe</p> <p>21 Attorney at Law</p> <p>22 126 Marshall Street</p> <p>23 Alexander City, Alabama 35010</p>	<p style="text-align: right;">Page 4</p> <p>1 of March, 2008, at the law offices of Mr. Larkin</p> <p>2 Radney, 80 North Central Avenue, Alexander City,</p> <p>3 Alabama 35010 commencing at approximately</p> <p>4 10:00 a.m., PATRICIA WHEELLES, witness in the</p> <p>5 above cause, for oral examination, whereupon the</p> <p>6 following proceedings were had:</p> <p>7 PATRICIA WHEELLES</p> <p>8 being first duly sworn, was examined and</p> <p>9 testified as follows:</p> <p>10 EXAMINATION</p> <p>11 BY MR. RADNEY:</p> <p>12 Q. State your name for the record, please.</p> <p>13 A. Patricia Wheelles.</p> <p>14 Q. Ms. Wheelles, of course, you know me. I'm</p> <p>15 Larkin Radney. And I represent Nelson</p> <p>16 Electric and the three individual defendants</p> <p>17 in a lawsuit that's been filed on your</p> <p>18 behalf in federal court. I'm going to ask</p> <p>19 you a series of questions about you, your</p> <p>20 background, and the claims that you have</p> <p>21 alleged in court. If I ask a question that</p> <p>22 you don't understand ask me to repeat myself</p> <p>23 or make myself clear, and I'll attempt to do</p>
<p style="text-align: right;">Page 3</p> <p>1 ON BEHALF OF THE DEFENDANT:</p> <p>2 Hon. Larkin Radney</p> <p>3 Barnes and Radney</p> <p>4 80 North Central Avenue</p> <p>5 Alexander City, Alabama 35010</p> <p>6</p> <p>7 ALSO PRESENT:</p> <p>8 Renea Morgan</p> <p>9 Louise Partika</p> <p>10 EXHIBIT LIST</p> <p>11 Defendant's Exhibit 1 - notes - Page 17</p> <p>12 Defendant's Exhibit 2 - agreement - Page 29</p> <p>13</p> <p>14 EXAMINATION BY MR. RADNEY: Page 4, 62</p> <p>15 EXAMINATION BY MR. BLYTHE: Page 51</p> <p>16</p> <p>17 I, Frances P. Looney, a Court Reporter of</p> <p>18 Alexander City, Alabama, and a Notary Public</p> <p>19 for the State of Alabama at Large, acting as</p> <p>20 commissioner, certify that on this date,</p> <p>21 pursuant to the Alabama Rules of Civil</p> <p>22 Procedure and the foregoing stipulation of</p> <p>23 counsel, there came before me on the 31st day</p>	<p style="text-align: right;">Page 5</p> <p>1 so. If you answer, I'll have to assume that</p> <p>2 you understood the question. Is that fair</p> <p>3 enough?</p> <p>4 A. Correct.</p> <p>5 Q. Have you ever been deposed before? Have you</p> <p>6 ever had a deposition taken of you before?</p> <p>7 A. Yes.</p> <p>8 Q. So I assume you know somewhat of the</p> <p>9 background and the rules of the deposition.</p> <p>10 You have to say yes or no so the court</p> <p>11 reporter can pick that up instead of an</p> <p>12 uh-huh and ugh-uh. If you need a break,</p> <p>13 we'll take a break. If you need to confer</p> <p>14 with your attorney we can certainly do</p> <p>15 that. But I expect you to answer the</p> <p>16 questions that I ask fully and completely.</p> <p>17 A. Okay.</p> <p>18 Q. What is your address?</p> <p>19 A. 1083 Moose Road, Alexander City, Alabama.</p> <p>20 Q. You're married to Terrel Wheelles?</p> <p>21 A. Yes, I am.</p> <p>22 Q. How long have you been married to Terrel?</p> <p>23 A. Thirteen years.</p>

Page 6	Page 8
<p>1 Q. And prior to that, were you married?</p> <p>2 A. Yes, I was.</p> <p>3 Q. To whom?</p> <p>4 A. Ronny Hannah.</p> <p>5 Q. You have two children?</p> <p>6 A. Yes, I do.</p> <p>7 Q. Who are they?</p> <p>8 A. Rhonda Hannah Blythe and Kevin Hannah.</p> <p>9 Q. Rhonda, of course, is your attorney's --</p> <p>10 A. Correct.</p> <p>11 Q. -- wife? Your son what does he do?</p> <p>12 A. He is corporate controller for Russell</p> <p>13 Corporation in Fruit.</p> <p>14 Q. What is your age?</p> <p>15 A. 58.</p> <p>16 Q. And birth date?</p> <p>17 A. January the 1st, 1950 -- 20th, 1950. I'm sorry.</p> <p>18 Q. You were employed by Nelson Electric in</p> <p>19 1999?</p> <p>20 A. Correct.</p> <p>21 Q. How old were you then?</p> <p>22 A. 51, 50.</p> <p>23 Q. And you left that employment in 2006; is</p>	<p>1 A. Computers and -- just computers basically and</p> <p>2 some accounting.</p> <p>3 Q. Where did you take your accounting courses?</p> <p>4 A. In Birmingham.</p> <p>5 Q. UAB?</p> <p>6 A. Yes.</p> <p>7 Q. But you did not get a degree?</p> <p>8 A. No.</p> <p>9 Q. Did you graduate from Benjamin Russell?</p> <p>10 A. No, I did not.</p> <p>11 Q. Where did you graduate high school?</p> <p>12 A. From Goodwater.</p> <p>13 Q. What was your maiden name?</p> <p>14 A. Cullars, C-u-l-l-a-r-s.</p> <p>15 Q. Upon graduation from high school, did you</p> <p>16 immediately go into a college situation, or</p> <p>17 did you become employed?</p> <p>18 A. No, I did not. I went to work at Russell Corp.</p> <p>19 Q. How long did you work at Russell Corp?</p> <p>20 A. Twenty-two years.</p> <p>21 Q. Where did you next go for employment?</p> <p>22 A. Russell Lands.</p> <p>23 Q. Do you remember the year you went to Russell</p>
Page 7	Page 9
<p>1 that correct?</p> <p>2 A. Correct.</p> <p>3 Q. How old were you then?</p> <p>4 A. I was 56.</p> <p>5 Q. Do you know Louise Partika?</p> <p>6 A. Yes, I do.</p> <p>7 Q. Do you know what her age is?</p> <p>8 A. No, I do not.</p> <p>9 Q. Is she older or younger than you?</p> <p>10 A. She's older.</p> <p>11 Q. Would you give me the benefit of your</p> <p>12 educational background?</p> <p>13 A. Well, I have several semesters out at the junior</p> <p>14 college. And then I've also taken classes at</p> <p>15 UAB in Birmingham.</p> <p>16 Q. Go ahead.</p> <p>17 A. Numerous workshops.</p> <p>18 Q. Do you have a degree in any particular</p> <p>19 field?</p> <p>20 A. No.</p> <p>21 Q. Do you have an associate degree?</p> <p>22 A. No.</p> <p>23 Q. What did you study?</p>	<p>1 Lands?</p> <p>2 A. No, I do not exactly.</p> <p>3 Q. Approximately?</p> <p>4 A. No. I'm not real sure to be able to say that</p> <p>5 and be honest about it.</p> <p>6 Q. At some point you left the employment of</p> <p>7 Russell Lands; is that correct?</p> <p>8 A. Yes, I did.</p> <p>9 Q. Did you file an EEOC charge against Russell</p> <p>10 Lands?</p> <p>11 MR. BLYTHE: Now, Larkin, one thing -- you</p> <p>12 might as well put this on the record -- we are</p> <p>13 under a nondisclosure agreement with Russell</p> <p>14 Lands in regards to anything surrounding that</p> <p>15 claim. I have instructed Ms. Wheelles --</p> <p>16 MR. RADNEY: Sure. I just want to know if</p> <p>17 she, in fact, filed one.</p> <p>18 THE WITNESS: I don't think we filed an EEOC</p> <p>19 claim, did we?</p> <p>20 MR. BLYTHE: I think we did.</p> <p>21 MR. RADNEY: You had to.</p> <p>22 MR. BLYTHE: I have instructed her not to</p> <p>23 answer questions in regards to that. I'm not</p>

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1 saying that if a judge says I'm ordering you  
2 answer it. But you know the obligation we're  
3 under.

4 MR. RADNEY: Absolutely, I do.

5 Q. But you left the employment of Russell  
6 Lands. Did you file a court action against  
7 Russell Lands? I'm not asking you to  
8 disclose what occurred. I'm just asking did  
9 you? That's a matter of public record.

10 MR. BLYTHE: It was an EEOC claim. That's  
11 as far as it got. It was settled during  
12 mediation.

13 Q. Do you recall when that was settled?

14 A. '99?

15 MR. BLYTHE: Something like that. That may  
16 be close.

17 A. Somewhere in that vicinity.

18 Q. What were your job responsibilities at  
19 Russell Corp?

20 A. At Russell Corp?

21 Q. Yes, ma'am.

22 A. I did various things at Russell Corp. I worked  
23 out in the sewing room. And then I worked in

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1 customer service, worked quality control, and  
2 just various different things.

3 Q. What did you do for Russell Lands?

4 A. I worked at Willow Point Country Club as the  
5 administrative assistant.

6 Q. After your employment with Russell Lands did  
7 you become employed with someone else?

8 A. Yes.

9 Q. Who was that?

10 A. Nelson Electric.

11 Q. When were you employed by Nelson Electric?

12 A. In '99 I believe.

13 Q. Were you actually working as a temp and were  
14 assigned to Nelson Electric?

15 A. Actually, I was not working as a temp.

16 Actually -- you want me to explain this?

17 Q. Sure.

18 A. Actually the girl that was over that temp force  
19 was a friend of my daughter Rhonda's. They were  
20 needing someone to fill a position for a few  
21 weeks or a few days at Nelson Electric until  
22 they could hire someone. She said, well, mother  
23 is sitting at home, not doing anything, just

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1 call her. So she did, and I filled in.

2 Q. What was the name of the temp?

3 A. I don't remember.

4 Q. What was the name of the girl that was  
5 friends of Rhonda?

6 A. I would have to ask Rhonda. I don't remember  
7 what her name was to be honest.

8 Q. Do you have any source of income presently?

9 A. I have a little small embroidery business.

10 Q. How long have you had that business?

11 A. I actually started it up after I lost my job. I  
12 had it as just something to -- a hobby. Before  
13 then it was just a hobby. And it was just for  
14 extra spending money.

15 Q. As a hobby it did produce income for you; is  
16 that correct?

17 A. Some, not that much. It was mostly I did things  
18 for people for nothing.

19 Q. This was during the time you were employed  
20 by Nelson Electric that it was a hobby?

21 A. Yes. There were times I charged. It depended  
22 on what it was, and, you know.

23 Q. Do you recall when you were separated from

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1 Nelson Electric?

2 A. Pardon?

3 Q. When were you separated from Nelson  
4 Electric?

5 A. August the 16th.

6 Q. 2000 and --

7 A. 5 or 6. 6, I'm sorry. I had to stop and think.

8 Q. Since that time do you have now have a  
9 source of income through the embroidery  
10 business?

11 A. Yeah, it helps to pay the bills.

12 Q. Do you advertise?

13 A. No.

14 Q. Do you have a sign out?

15 A. I have a sign, yes.

16 Q. Give me an idea or sense on a weekly basis  
17 how much income you might draw from the  
18 embroidery work?

19 A. It just depends. Sometimes a couple of hundred  
20 dollars, sometimes maybe 100, sometimes 50. I  
21 just depends on what it is I'm doing for people.

22 Q. Do you file --

23 A. Income tax. Yes, I do.

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<p>1 Q. Did you file one for 2006?</p> <p>2 A. Yes, I did.</p> <p>3 Q. Did you file one for 2007?</p> <p>4 A. Yes, I did.</p> <p>5 Q. What income did you show on you income tax?</p> <p>6 A. I think it was like 19,000.</p> <p>7 Q. 19,000 for the year?</p> <p>8 A. I did not bring it with me, but I think it was</p> <p>9 close to 19,000 for the year 2007.</p> <p>10 Q. What was it in 2006 if you recall?</p> <p>11 A. I didn't show very much at all with that.</p> <p>12 MR. RADNEY: Derrick, can I get you to get</p> <p>13 to me the 2007 income tax return?</p> <p>14 MR. BLYTHE: Sure.</p> <p>15 MR. RADNEY: And also 2006.</p> <p>16 MR. BLYTHE: I was going to say, do you want</p> <p>17 both of them?</p> <p>18 MR. RADNEY: Yeah.</p> <p>19 Q. Have you sought employment elsewhere since</p> <p>20 your separation from Nelson Electric?</p> <p>21 A. No, I have not.</p> <p>22 Q. Have you attempted to seek employment</p> <p>23 anywhere?</p>	<p>1 Association?</p> <p>2 A. I don't think so.</p> <p>3 Q. And the church is now closed?</p> <p>4 A. Correct.</p> <p>5 Q. Is it reopening? Do you know what the plans</p> <p>6 are for the church?</p> <p>7 A. No, it did will not reopen.</p> <p>8 Q. Why did it close?</p> <p>9 A. The pastor's health.</p> <p>10 Q. Who was the pastor?</p> <p>11 A. Jerry Wheelles.</p> <p>12 Q. Is that your --</p> <p>13 A. Brother-in-law.</p> <p>14 Q. Do you attend a church now?</p> <p>15 A. I do.</p> <p>16 Q. Which one?</p> <p>17 A. Sixth Street Baptist.</p> <p>18 Q. You're not a member of it? Is that what</p> <p>19 you're telling me?</p> <p>20 A. Yes. I've not joined that church. We're just</p> <p>21 basically going around deciding where we want to</p> <p>22 spend our time and also First United Methodist.</p> <p>23 Q. Do you know what religious affiliation the</p>
Page 15	Page 17
<p>1 A. No.</p> <p>2 Q. Have you made a decision not to become</p> <p>3 employed publicly or just work for yourself?</p> <p>4 A. I don't care to become employed with public</p> <p>5 dealing with people like I have had to deal</p> <p>6 with.</p> <p>7 Q. Are you just going to work for yourself so</p> <p>8 to speak?</p> <p>9 A. Yep, as long as I can.</p> <p>10 Q. Your husband is retired, is he not?</p> <p>11 A. Yes, he is.</p> <p>12 Q. Did does he work anywhere?</p> <p>13 A. No, he does not.</p> <p>14 Q. He's retired from not only the fire</p> <p>15 department, but Russell Lands?</p> <p>16 A. Correct.</p> <p>17 Q. Are you a member of a church?</p> <p>18 A. I was. We closed our church.</p> <p>19 Q. What was the name of the church?</p> <p>20 A. Liberty Church at Willow Point.</p> <p>21 Q. Was that associated with the Baptist church?</p> <p>22 A. Yes.</p> <p>23 Q. Was it a part of the Southern Baptist</p>	<p>1 other defendants in this case have?</p> <p>2 A. No, I do not.</p> <p>3 Q. I know you have been involved in, of course,</p> <p>4 this lawsuit. And you had an EEOC claim</p> <p>5 against Russell Lands. Have you filed any</p> <p>6 other lawsuits?</p> <p>7 A. No.</p> <p>8 Q. You been a plaintiff in any other lawsuit?</p> <p>9 A. No.</p> <p>10 Q. Have you been a defendant in any lawsuits?</p> <p>11 A. No.</p> <p>12 Q. Patricia, I notice you've got some notes in</p> <p>13 front of you?</p> <p>14 A. I do.</p> <p>15 Q. What are those?</p> <p>16 A. These were notes that I made on various things</p> <p>17 that had gone on and things that were said.</p> <p>18 Q. May I see them?</p> <p>19 MR. BLYTHE: Sure.</p> <p>20 A. There you go.</p> <p>21 (Defendant's Exhibit 1, notes, marked for</p> <p>22 identification)</p> <p>23 Q. I'm made Defendant's Exhibit 1 notes that</p>

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1 you have brought to this deposition today;  
 2 is that correct?  
 3 A. Correct.  
 4 Q. And do you have any other notes that you  
 5 have made that are not here?  
 6 A. No.  
 7 Q. Do you have any -- have you kept any of your  
 8 e-mails or e-mails of other employees of  
 9 Nelson Electric?  
 10 A. No.  
 11 Q. Have you made copies of e-mails?  
 12 A. No.  
 13 Q. Have you ever recorded the conversations of  
 14 anyone employed by Nelson Electric?  
 15 A. Recorded like?  
 16 Q. Like with a tape recorder.  
 17 A. No.  
 18 Q. Have you ever taken photographs of anyone --  
 19 A. No.  
 20 Q. -- at work at Nelson Electric? Do you have  
 21 any memorandums or memos or notes that you  
 22 have made of anything or active that went on  
 23 at Nelson Electric --

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1 A. No.  
 2 Q. -- while you were employed there? Patricia,  
 3 you and I have got a bad habit. That is we  
 4 interrupt the person we're talking with by  
 5 answering the question too fastly. So if  
 6 you'll just let me finish my question, and  
 7 then you answer that will help Frances a  
 8 great deal.  
 9 When did you type these notes out?  
 10 A. Actually, it was right after I lost my job. I  
 11 had notes of everything. And I typed them out  
 12 and gave them to Derrick.  
 13 Q. Where are the notes that you gave to Derrick  
 14 that you took this from, or are these the  
 15 notes that you gave to Derrick?  
 16 A. Uh-huh.  
 17 Q. That's a yes?  
 18 A. Yes.  
 19 Q. So there are no other notes?  
 20 A. No.  
 21 Q. Did you have some and destroy them, or is  
 22 this the notes you're talking about?  
 23 A. Those are the notes. I just typed them, and,

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1 yes, I destroyed the handwritten ones. I just  
 2 threw them away.  
 3 Q. When did you start taking notes about when  
 4 things were happening at Nelson Electric?  
 5 A. Well, actually I guess about the time Renea came  
 6 to work because of some things that had been  
 7 said to me before she came.  
 8 Q. Patricia, I have read your complaint that's  
 9 filed in federal court. If I understand it  
 10 correctly, you claim that you have been  
 11 discriminated against due to your age, that  
 12 you were terminated due to your age; is that  
 13 correct?  
 14 A. Well, he had to make room for people. He had to  
 15 make room for people.  
 16 Q. Then are you saying that you weren't  
 17 terminated due to your age?  
 18 A. Well, you read what he told me because I put  
 19 that on there. What he did he had hired Renea.  
 20 And he told me there was not room for three of  
 21 us. He couldn't afford to pay three of us to  
 22 work in that office. And then after he let me  
 23 go if I'm not mistaken within before -- on or

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1 about the 31st of August, he hired Debra Keel  
 2 from Russell which she was one of his contacts  
 3 at Russell also.  
 4 Q. Do you know what Debra Keel is doing?  
 5 A. From my knowledge is they did a rotation thing.  
 6 Debra Keel took over Renea's job. Renea took  
 7 over Louise's job, and Louise took mine.  
 8 Q. What is the source of your information?  
 9 A. People that were previously employed there that  
 10 had left the company also.  
 11 Q. Who are they?  
 12 A. Mike Taylor for one.  
 13 Q. Who else?  
 14 A. We'll just stay with him.  
 15 Q. No. If I ask, you've got to answer.  
 16 A. I understand that. The others I'm not -- Mike  
 17 Taylor was mainly the one that told me about  
 18 that.  
 19 Q. I need to know anybody else that talked to  
 20 you about what was happening at Nelson  
 21 Electric after you left?  
 22 MR. BLYTHE: Go ahead and answer the  
 23 question, Patricia.

Page 22

1 A. I was trying to think of their name is what I  
 2 was trying to think of. It was a black guy that  
 3 came there and took care of Gary's vehicles that  
 4 I did embroidery for his church, cleaned Gary's  
 5 vehicles up.  
 6 Q. You don't recall his name?  
 7 A. I can't think of his name right now.  
 8 Q. Look at this list of people that you have  
 9 typed out as being employed at --  
 10 A. Yes, while I was there at different times.  
 11 Q. Do you recognize names on that list?  
 12 A. Mike Taylor was the only one on this list.  
 13 Q. So Mike Taylor would be the person that you  
 14 mainly gained your information from --  
 15 A. Right.  
 16 Q. -- what has occurred at Nelson Electric as  
 17 far as job duties after you left; is that  
 18 correct?  
 19 A. Correct. He was the one that told me that they  
 20 had hired Debra Keel.  
 21 MR. RADNEY: Let me for the record state  
 22 that Defendant's Exhibit 1 is four pages and  
 23 clipped back together.

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1 MR. BLYTHE: Larkin, just so the record is  
 2 preserved I'm just going to object to the use of  
 3 that as attorney/client privileged information  
 4 and/or work product, but go ahead.  
 5 Q. Well, let me ask you this, Patricia. Why  
 6 were you terminated?  
 7 A. Gary Nelson just told me that he didn't have  
 8 room for three of us in the office and that he  
 9 wanted Renea to take over the office, that  
 10 Louise would be retiring in about four years.  
 11 By then Renea would learn how to do things.  
 12 Q. So he was making a decision based upon the  
 13 fact that he didn't need that additional  
 14 employee?  
 15 A. That's what he said.  
 16 Q. Do you have anything to refute that  
 17 decision?  
 18 A. Undoubtedly he must have needed someone because  
 19 she took that over, and he hired Debra to do  
 20 Renea's job out in the shop.  
 21 Q. Do you know how old Debra Keel is?  
 22 A. No, I do not.  
 23 Q. Is she over 40, under 40?

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1 A. I have no idea. I have never met her, only  
 2 talked with her on the phone.  
 3 Q. When did you talk with her on the telephone?  
 4 A. While I worked at Nelson Electric.  
 5 Q. Due to business?  
 6 A. Yes.  
 7 Q. At the time that you were first employed at  
 8 Nelson Electric, tell me what your job  
 9 duties were.  
 10 A. I did payroll, did the payables, and did the  
 11 bank statements. And I made all the deposits  
 12 for the company and whatever he needed me to do.  
 13 Q. Louise was also in the office; is that  
 14 correct?  
 15 A. Yes.  
 16 Q. Were y'all the only two ladies in the  
 17 office?  
 18 A. Yes.  
 19 Q. And what were your job duties at the time  
 20 that Renea Morgan was employed?  
 21 A. Same thing I had done it for seven years.  
 22 Q. What were your job duties at the time of the  
 23 termination?

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1 A. Actually, nothing really because Louise had  
 2 given Renea her job, her job responsibilities;  
 3 and Louise had taken mine.  
 4 Q. At the time of your termination?  
 5 A. Yes.  
 6 Q. Louise had give them to Renea?  
 7 A. All of her responsibilities or the majority of  
 8 them. She took mine.  
 9 Q. Louise took yours?  
 10 A. Uh-huh, all except payroll. I was still doing  
 11 payroll. That was basically all they had left  
 12 just about for me to do.  
 13 Q. What do you have to do for payroll?  
 14 A. Basically, have to do a report on everyone's  
 15 hours and then I had -- well, I faxed them over  
 16 to the company that was doing the payroll which  
 17 they in turn faxed -- well, they in turn paid  
 18 over with Wachovia Bank is where our payroll  
 19 came through. It's direct deposited.  
 20 Q. You had or Nelson Electric had what we call  
 21 a third party administrator for payroll  
 22 called McBee payroll?  
 23 A. Correct.

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1 Q. You would furnish to McBee Payroll the  
2 information for them to transfer and get  
3 moneys to the employees?  
4 A. Correct.  
5 Q. Did you work 40 hours a week?  
6 A. Yes, I did.  
7 Q. Did you do this particular job, payroll job,  
8 on a particular day?  
9 A. Yes, I did.  
10 Q. What day was that?  
11 A. I had to do it on Wednesday because everything  
12 had to be faxed in on Wednesday due to McBee  
13 having to get the direct deposits ready.  
14 Q. So whatever you did to organize the payroll  
15 information for McBee, you did it on  
16 Wednesday; is that correct?  
17 A. Wednesday mornings, yes.  
18 Q. Do you know what Renea's duties were with  
19 Nelson Electric immediately after your  
20 termination?  
21 A. No, I do not.  
22 Q. Do you know whether or not she has taken  
23 over any of your job responsibilities?

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1 A. I do not.  
2 Q. Do you know if her job duties have changed  
3 at all since your termination?  
4 A. I'm not there. I don't have a clue.  
5 Q. I understand your testimony is that you were  
6 terminated because Mr. Nelson made a  
7 decision that there wasn't sufficient amount  
8 of work to be done in the office by three  
9 ladies; is that correct?  
10 A. That's what he said.  
11 Q. Did you and he discuss you going to Opelika  
12 to the Opelika branch?  
13 A. Yes.  
14 Q. You obviously did not go?  
15 A. No.  
16 Q. Do you know why you didn't go?  
17 A. He told me on the day he let me go that he had  
18 changed his mind. He decided that I would not  
19 go, that he was just going to let me go.  
20 Q. Did he tell you why he wasn't going to send  
21 you to Opelika?  
22 A. No.  
23 Q. Did he discuss with you Ricky Lashley and

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1 Ricky Lashley would fire you the moment that  
2 you walked into the plant?  
3 A. Gary said he would see to it Ricky Lashley fired  
4 me.  
5 Q. Did you have a good working relationship  
6 with Ricky Lashley?  
7 A. Well, we talked. He was always stopping by my  
8 office and talking about different things.  
9 Q. Did you consider yourself to have a good  
10 working relationship with Ricky Lashley?  
11 A. I guess.  
12 Q. That mean you don't know?  
13 A. To my knowledge, yes.  
14 Q. Did you type up an agreement and give to  
15 Gary concerning your termination?  
16 A. Well, yes. Would you like for me to explain  
17 that?  
18 Q. I'm going to ask you about that. What was  
19 that?  
20 A. Actually, everything Gary offered to me I  
21 accepted because I needed to have a job to have  
22 insurance and help pay bills. So the last time  
23 that he came in there the day before he let me

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1 go, he started discussing with me, well, I will  
2 pay you "X" amount of dollars to leave. And  
3 then I'll pay your insurance, and you can work  
4 part-time. And I will cover your insurance with  
5 that. I agreed on that.  
6 Q. So you agreed to work part-time or as  
7 needed?  
8 A. Yes, to cover the insurance.  
9 (Defendant's Exhibit 2, agreement, marked  
10 for identification)  
11 Q. I'm going to show you what I've marked as  
12 Defendant's Exhibit 2 and ask if that's a  
13 copy of the agreement that you're  
14 discussing?  
15 A. I'll have to get my glasses.  
16 Q. Sure.  
17 A. Okay. I believe it is.  
18 Q. This is the agreement you're talking about  
19 --  
20 A. Yes.  
21 Q. -- that he would provide you certain  
22 consideration and insurance, but you would  
23 agree to work part-time if necessary; is

Page 30	Page 32
<p>1 that correct?</p> <p>2 A. I would work part-time, and then come back full</p> <p>3 time when it was needed.</p> <p>4 Q. So you felt like you could still do your job</p> <p>5 at Nelson Electric regardless of what all</p> <p>6 was going on with Renea or Louise or anybody</p> <p>7 else that you had interpersonal</p> <p>8 relationships with?</p> <p>9 A. I was going to attempt that because I needed the</p> <p>10 money to pay bills and insurance.</p> <p>11 Q. But you would come back based on this</p> <p>12 agreement?</p> <p>13 A. Well, I agreed to do that. I agreed with</p> <p>14 everything he asked me to do.</p> <p>15 Q. What happened to the agreement?</p> <p>16 A. Gary changed his mind.</p> <p>17 Q. Do you know why? Did he tell you why he</p> <p>18 changed his mind? That's a no. She has to</p> <p>19 write that.</p> <p>20 A. No, I'm not sorry.</p> <p>21 Q. Let me ask you this way. If, in fact, y'all</p> <p>22 had gone through this agreement and y'all</p> <p>23 both agreed to it and he had called you back</p>	<p>1 A. Yes.</p> <p>2 Q. In your complaint you indicate that Gary</p> <p>3 Nelson was your supervisor?</p> <p>4 A. He was also.</p> <p>5 Q. You had two supervisors?</p> <p>6 A. Yes.</p> <p>7 Q. Renea was not a supervisor?</p> <p>8 A. No.</p> <p>9 Q. Want to be sure I'm clear about this because</p> <p>10 I'm confused about what everybody's duties</p> <p>11 were. Your job duties didn't change from</p> <p>12 the day you were employed in 1999 till the</p> <p>13 day you were terminated or separated in</p> <p>14 2006; is that correct?</p> <p>15 A. Well, only when Louise took over a portion of my</p> <p>16 job of the payables, yes. I still cut the</p> <p>17 checks to make the payables, but she took over a</p> <p>18 large portion of that.</p> <p>19 Q. But Renea didn't take over your job?</p> <p>20 A. No, Renea took Louise's job.</p> <p>21 Q. What were your wages while you were working</p> <p>22 at Nelson Electric?</p> <p>23 A. I really don't remember to be honest.</p>
Page 31	Page 33
<p>1 to work part-time or even full time, would</p> <p>2 you have gone back and worked part-time</p> <p>3 and/or full time?</p> <p>4 A. Yes, I would have due to the fact that I needed</p> <p>5 the money.</p> <p>6 Q. That's pretty much -- a lot of people work</p> <p>7 for that reason, do they not?</p> <p>8 A. Yeah, got to have that.</p> <p>9 Q. As far as you can tell me today, Mr. Nelson</p> <p>10 terminated you based upon his business</p> <p>11 decision to, I suppose, decrease the amount</p> <p>12 of personnel he's paying in the office?</p> <p>13 A. I guess, yes.</p> <p>14 Q. When you were employed at Nelson's Electric</p> <p>15 Motor Service, did you have a title?</p> <p>16 A. No.</p> <p>17 Q. Your employer was, in fact, Nelson Electric</p> <p>18 Services, the corporation, was it not?</p> <p>19 A. Yes.</p> <p>20 Q. Louise Partika nor Renea Morgan employed</p> <p>21 you, nor did they supervise you, did they?</p> <p>22 A. Louise was a supervisor, yes.</p> <p>23 Q. She was a supervisor?</p>	<p>1 Q. Do you recall what your annual income was</p> <p>2 from Nelson Electric?</p> <p>3 A. About 23 -- I believe around 23,000 a year,</p> <p>4 somewhere in that vicinity.</p> <p>5 Q. Did you have certain benefits?</p> <p>6 A. Yes, I did.</p> <p>7 Q. What benefits did you have?</p> <p>8 A. I had a 401K and insurance and -- well, all</p> <p>9 type, you know, the cancer insurance as well as</p> <p>10 health and dental.</p> <p>11 Q. Did you pay for that or the company pay for</p> <p>12 it?</p> <p>13 A. The company paid for it.</p> <p>14 Q. Did you pay any portion of it?</p> <p>15 A. Not on health and dental. Cancer I paid all of</p> <p>16 it.</p> <p>17 Q. On the 401K did the company place money in</p> <p>18 that account for you, or did you place the</p> <p>19 money in the account for you?</p> <p>20 A. A portion of it was mine, and the other portion</p> <p>21 was Nelson Electric.</p> <p>22 Q. When you terminated, did you obtain your</p> <p>23 401K funds?</p>

Page 34	Page 36
<p>1 A. I did eventually.</p> <p>2 Q. Did you roll those over into an IRA?</p> <p>3 A. Yes, I did.</p> <p>4 Q. Do you have presently have insurance?</p> <p>5 A. Yes, I do.</p> <p>6 Q. With whom?</p> <p>7 A. Blue Cross-Blue Shield.</p> <p>8 Q. Who pays that?</p> <p>9 A. I do.</p> <p>10 Q. Does your husband not having insurance</p> <p>11 through the retirement system?</p> <p>12 A. Yes, he does.</p> <p>13 Q. You can't get on his policy?</p> <p>14 A. No.</p> <p>15 Q. Why?</p> <p>16 A. Well, his is like Medicaid and Medicare. His is</p> <p>17 not like retirement from Russell Lands. That</p> <p>18 doesn't carry over.</p> <p>19 Q. If I understand the job delineations and</p> <p>20 duties, then Louise replaced you so to speak</p> <p>21 with your job duties is that; is that</p> <p>22 correct now?</p> <p>23 A. Yes.</p>	<p>1 Renea made a statement to Louise have you seen</p> <p>2 Patricia's little angel earrings? I wonder if</p> <p>3 she thinks they're going to save her and protect</p> <p>4 her? And then a little while later on in the</p> <p>5 month, Louise -- well, Renea made the statement</p> <p>6 does Patricia not realize everything that we're</p> <p>7 doing to her and saying to her is things that</p> <p>8 Gary Nelson has told us to say and do? And</p> <p>9 Louise's response was, yeah, I wonder where her</p> <p>10 Jesus is going to be when Gary does what he does</p> <p>11 to her?</p> <p>12 Q. What did you think they meant by that, when</p> <p>13 Gary does what he's going to do to her?</p> <p>14 A. I have no idea. I wondered myself.</p> <p>15 Q. What did Gary do to you?</p> <p>16 A. Well, a few days later he came in there and told</p> <p>17 me I was going Opelika or a few weeks later. I</p> <p>18 thought, well, that must have been what they</p> <p>19 were talking about.</p> <p>20 Q. Well, you didn't mind going to Opelika</p> <p>21 though, did you?</p> <p>22 A. Well, I didn't care to drive to Opelika. I had</p> <p>23 already done that before for him.</p>
Page 35	Page 37
<p>1 Q. In your complaint you seem to allege that</p> <p>2 you worked in a hostile work environment?</p> <p>3 A. Yes.</p> <p>4 Q. Would you describe that for me? What do you</p> <p>5 mean by that?</p> <p>6 A. Well, false accusations for one.</p> <p>7 Q. Okay. People telling things about you or</p> <p>8 saying things about you that weren't true?</p> <p>9 A. Correct.</p> <p>10 Q. What else?</p> <p>11 A. Just a lot of cussing and all going on there.</p> <p>12 Q. Anything else?</p> <p>13 A. Not that I can think of.</p> <p>14 Q. Have you read your complaint that you have</p> <p>15 filed?</p> <p>16 A. Yes, I have.</p> <p>17 Q. You make statements in there about some sort</p> <p>18 of religious persecution. What do you mean</p> <p>19 by that?</p> <p>20 A. It was statements that Louise and Renea had</p> <p>21 made.</p> <p>22 Q. What did they say to you?</p> <p>23 A. I had purchased some little angel earrings. And</p>	<p>1 Q. But you were willing to go back?</p> <p>2 A. To have a job I didn't have a choice. That's</p> <p>3 exactly what he told me. If you want to work</p> <p>4 for Nelson Electric you will go to the Opelika</p> <p>5 shop.</p> <p>6 Q. I want to be sure I understand. You say in</p> <p>7 March I purchased a pair of angel earrings.</p> <p>8 I'm reading Defendant's Exhibit 1. March, I</p> <p>9 purchased a pair angel earrings. I wore</p> <p>10 them to work. Louise and Renea made sure I</p> <p>11 heard their conversation concerning --</p> <p>12 A. Correct.</p> <p>13 Q. And that happened in March then?</p> <p>14 A. Yes.</p> <p>15 Q. According to your notes?</p> <p>16 A. Yes.</p> <p>17 Q. Was there anything else that you can recall</p> <p>18 or tell me today that anyone at Nelson</p> <p>19 Electric did that would make the work place</p> <p>20 hostile as far as your religious beliefs?</p> <p>21 A. Well, just, you know, the cussing that goes on.</p> <p>22 You know, it was awful. Ted, every time you'd</p> <p>23 go back there is was G-D this, M-F this. It was</p>

<p style="text-align: right;">Page 38</p> <p>1 a constant thing.</p> <p>2 Q. When you say go back there you mean go back</p> <p>3 to the shop?</p> <p>4 A. Go back to the back of the shop.</p> <p>5 Q. Did you ask them not to cuss in front of</p> <p>6 you?</p> <p>7 A. I did.</p> <p>8 Q. What about anything else on the front of the</p> <p>9 office side of the building? Did anybody</p> <p>10 else in any way discriminate -- excuse me,</p> <p>11 discriminate against you due to your</p> <p>12 religion?</p> <p>13 A. No. Just the making fun of the earrings and</p> <p>14 where's her Jesus.</p> <p>15 Q. Where is her Jesus now statement occurred</p> <p>16 when? Could it have been in March also?</p> <p>17 A. Could have been.</p> <p>18 Q. March of 2006?</p> <p>19 A. Uh-huh.</p> <p>20 Q. Is that a yes?</p> <p>21 A. Yes. I'm sorry.</p> <p>22 Q. Anything else concerning religious</p> <p>23 discrimination other than the cussing in the</p>	<p style="text-align: right;">Page 40</p> <p>1 had gotten injured. I said would you please sit</p> <p>2 down with me. I need to get this paperwork in</p> <p>3 to worker's comp. Well, he just flew off the</p> <p>4 handle and started cussing. I told Gary about</p> <p>5 it when he got there. And Gary said, oh, he</p> <p>6 cussed you for doing your job? And I said,</p> <p>7 yeah, I was trying to do my job.</p> <p>8 Q. What did he say to you?</p> <p>9 A. I don't have blankety-blank time to sit and fool</p> <p>10 with this and write that down. It don't matter</p> <p>11 whether worker's comp gets it or not. They need</p> <p>12 to just be paying it.</p> <p>13 Q. He wasn't cussing you then? Just cussing</p> <p>14 the situation?</p> <p>15 A. Cussing while he was talking.</p> <p>16 Q. Anything else you can think of? Is that a</p> <p>17 no?</p> <p>18 A. No. I was thinking. I'm sorry. Trying to</p> <p>19 think.</p> <p>20 Q. Do you know what Renea Morgan was making at</p> <p>21 the time of your termination? Was she</p> <p>22 making more or less than you?</p> <p>23 A. She was making \$.25 an hour less than me.</p>
<p style="text-align: right;">Page 39</p> <p>1 back of the shop and that one instance?</p> <p>2 A. The two incidents.</p> <p>3 Q. Cussing in the back of the shop and that</p> <p>4 incident; is that correct?</p> <p>5 A. Those are two different incidents right there</p> <p>6 with Louise and Renea's conversations were at</p> <p>7 two different times.</p> <p>8 Q. And that occurred in March you think of</p> <p>9 2006?</p> <p>10 A. Correct.</p> <p>11 Q. As far as the cussing in the back of the</p> <p>12 shop, were they cussing at you or just</p> <p>13 cussing in general?</p> <p>14 A. Ted just cusses when he breaths.</p> <p>15 Q. Ted who?</p> <p>16 A. Ted Bradika.</p> <p>17 Q. Anyone else cuss back there?</p> <p>18 A. Yes, Doug.</p> <p>19 Q. Were they cussing at you, or were they</p> <p>20 cussing in general?</p> <p>21 A. Doug cussed me out one day for doing my job. I</p> <p>22 had to take care of worker's comp. I had to go</p> <p>23 back there one day and get him to sit down. He</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. Do you know what sort of bonus she received</p> <p>2 the Christmas before or whenever the bonuses</p> <p>3 were delivered?</p> <p>4 A. I'm the one that did the bonuses, but I can't</p> <p>5 tell you right off the top of my head.</p> <p>6 Q. Was her bonus less or more than yours?</p> <p>7 A. It's not a whole lot of difference. I think</p> <p>8 hers was less.</p> <p>9 Q. You make a statement in the complaint that</p> <p>10 you purchased a vehicle that would use less</p> <p>11 gas so you could travel to Opelika?</p> <p>12 A. Correct.</p> <p>13 Q. That Gary made it clear to you that he was</p> <p>14 not going to pay you gas mileage, but he</p> <p>15 paid Brian Voss' gas mileage?</p> <p>16 A. Correct.</p> <p>17 Q. When you ran errands for Nelson Electric in</p> <p>18 and around Alexander City, you were</p> <p>19 reimbursed for your gas, were you not?</p> <p>20 A. Once a month they would pay for a fill-up.</p> <p>21 Q. Right. And that's for your running around</p> <p>22 doing Nelson Electric business in Alexander</p> <p>23 City?</p>

<p style="text-align: right;">Page 42</p> <p>1 A. Correct.</p> <p>2 Q. Did you understand that Bryan Voss was also</p> <p>3 delivering items to customers in and about</p> <p>4 Opelika and Alex. City with his vehicle?</p> <p>5 A. Well, I do not know because I was just told he</p> <p>6 was being reimbursed for his gas going back and</p> <p>7 forth every month to Nelson Electric in Opelika.</p> <p>8 Q. You state in your complaint that you also</p> <p>9 worked in a hostile environment due to a</p> <p>10 sexual relationship between Renea and Gary.</p> <p>11 Tell me facts that you know concerning that</p> <p>12 sexual relationship.</p> <p>13 A. Well, there was quite a few times that I would</p> <p>14 walk out into the shop and they would be like</p> <p>15 real close up to each other. And she'd be</p> <p>16 staring up in his eyes batting her little</p> <p>17 eyelids and grinning in his face. And then they</p> <p>18 would be like sitting right up real close to</p> <p>19 each other sometimes. And when you'd walk up</p> <p>20 one of them would scatter. And then it was some</p> <p>21 things that Renea had said.</p> <p>22 Q. Let me make sure I understand. The sexual</p> <p>23 relationships you're talking about were not</p>	<p style="text-align: right;">Page 44</p> <p>1 radiation she had to take. And she said, yeah,</p> <p>2 I'm glad she's a strong person because she'll</p> <p>3 survive when things come out about me and Gary.</p> <p>4 Q. Anything else?</p> <p>5 A. And Louise made a statement before Renea came to</p> <p>6 work there that she knew that Renea was the one</p> <p>7 that Gary Nelson was having an affair with. She</p> <p>8 had always accused him of having an affair with</p> <p>9 someone ever since I had been there. But the</p> <p>10 day that she found out Renea was coming and what</p> <p>11 he was going to start Renea off at she said I</p> <p>12 know for a fact that's who he's been having an</p> <p>13 affair with because he hangs out over there all</p> <p>14 the time with her. And he's never started a</p> <p>15 woman off in this office at top dollar like he</p> <p>16 is her.</p> <p>17 Q. Anything else you can think of?</p> <p>18 A. Not right off the top of my head, no.</p> <p>19 Q. When did you last recall seeing Gary and</p> <p>20 Renea together in a away that you describe</p> <p>21 either being close or talking very close</p> <p>22 together?</p> <p>23 A. The day before Gary let me go.</p>
<p style="text-align: right;">Page 43</p> <p>1 directed toward you?</p> <p>2 A. No.</p> <p>3 Q. I mean Gary Nelson or anyone else sexually</p> <p>4 harassed you --</p> <p>5 A. No.</p> <p>6 Q. -- directly?</p> <p>7 A. No.</p> <p>8 Q. But your testimony is that there was some</p> <p>9 sexual relationship between Gary and Renea?</p> <p>10 A. That was from statements that Renea had made</p> <p>11 also.</p> <p>12 Q. What did Renea tell you?</p> <p>13 A. Well, one day she asked me she said, Patricia,</p> <p>14 has Gary never told you that he and I have been</p> <p>15 the best of friends for 17 years and that all</p> <p>16 the intimate conversations that he and I have</p> <p>17 had. I said, no, and you're not either. Then</p> <p>18 there was another time she made the statement --</p> <p>19 she was talking about Julia being a very strong</p> <p>20 person. I said, yes, she is. I said to go</p> <p>21 through the cancer that she had she had to be a</p> <p>22 strong person because she never complained about</p> <p>23 the chemo. And she never complained about the</p>	<p style="text-align: right;">Page 45</p> <p>1 Q. And when did the conversation occur with</p> <p>2 Louise?</p> <p>3 A. The conversation that Louise made about Gary</p> <p>4 having the affair that he knew that Renea was</p> <p>5 the one that he had been having an affair with</p> <p>6 all these years, the two days before she came to</p> <p>7 work.</p> <p>8 Q. Did you warn Gary about Renea before he</p> <p>9 hired her?</p> <p>10 A. No, I did not. I did talk with him after Renea</p> <p>11 made the statement to me that she made.</p> <p>12 Q. Did you ever see them actually touch each</p> <p>13 other?</p> <p>14 A. No.</p> <p>15 Q. Did you ever hear them talk with each other</p> <p>16 or what they were talking about?</p> <p>17 A. I didn't try to listen.</p> <p>18 Q. So it's simply their close contact in the</p> <p>19 business place and the conversation you had</p> <p>20 with Louise; is that correct?</p> <p>21 A. Correct.</p> <p>22 Q. As a result of that could you continue to do</p> <p>23 your job?</p>

<p style="text-align: right;">Page 46</p> <p>1 A. I still did my job.</p> <p>2 Q. I mean it didn't affect your ability to do</p> <p>3 the job in the work place, did it?</p> <p>4 A. No.</p> <p>5 Q. Did either the religious or sexual</p> <p>6 discrimination that you claim didn't affect</p> <p>7 your ability to come to work every day and</p> <p>8 work --</p> <p>9 A. Well, it was hard, Larkin. It was very hard to</p> <p>10 have to go in there. And just like the thievery</p> <p>11 that Renea accused me of about water. Gary</p> <p>12 liked bottled water. I liked it. From the time</p> <p>13 I started working there, I started bringing</p> <p>14 bottled water to work there. Then Gary would</p> <p>15 drink it. Finally, one day he came in there. I</p> <p>16 knew someone was drinking it, but I could have</p> <p>17 cared less. And he came in there and said,</p> <p>18 Patricia, I've been drinking some of your water,</p> <p>19 your bottled water. I said, well, that's fine.</p> <p>20 And he said how about getting some money and</p> <p>21 going and buying me and you some water. So from</p> <p>22 that day on for every case that I purchased</p> <p>23 through Nelson Electric with Gary Nelson's</p>	<p style="text-align: right;">Page 48</p> <p>1 religious beliefs, did it, her sticking her</p> <p>2 tongue out?</p> <p>3 A. No, it was just her attitude.</p> <p>4 Q. Wasn't any sort of sexual connotation of</p> <p>5 what was going on in the office?</p> <p>6 A. Just her attitude.</p> <p>7 Q. Did you complain to Gary about what you saw</p> <p>8 or what you conceived it to be a sexual</p> <p>9 relationship between he and Renea?</p> <p>10 A. No, I did not complain to him about that.</p> <p>11 Q. Did you complain to him about any of the</p> <p>12 religious persecution issues you've talked</p> <p>13 about?</p> <p>14 A. As a matter of fact, I was going to talk with</p> <p>15 him about that one day. Then he told me that he</p> <p>16 didn't care what Renea or Louise either one did</p> <p>17 or said, nor anyone else as far as that was</p> <p>18 concerned.</p> <p>19 Q. So you didn't get to talk to him about it?</p> <p>20 A. No.</p> <p>21 Q. About the religious issues?</p> <p>22 A. Correct.</p> <p>23 Q. During the last two years were you employed</p>
<p style="text-align: right;">Page 47</p> <p>1 money, I purchased a case with mine. And</p> <p>2 anybody -- it didn't matter who it was,</p> <p>3 customers, whoever, wanted water, they knew that</p> <p>4 that bottled water was in the refrigerator. And</p> <p>5 they got it.</p> <p>6 Q. Anything else that you can think of</p> <p>7 regarding your work that you couldn't</p> <p>8 perform due to either the sexual</p> <p>9 connotations as you saw it between Renea and</p> <p>10 Gary and/or the religious issues?</p> <p>11 A. Well, there was just a lot of conflict there.</p> <p>12 Q. Other than sexual and religious? Is that</p> <p>13 what you're saying?</p> <p>14 A. There was just a lot of conflict with remarks</p> <p>15 being made every day. And Renea would walk by</p> <p>16 my office. I talked to Gary about it one day.</p> <p>17 I said she'll walk by my office, and if I turn</p> <p>18 and look she'll stick out her tongue or she'll</p> <p>19 make a face. So she finally stopped that.</p> <p>20 She'd just start giving me dirty looks when</p> <p>21 she'd walk by if I turned around and looked to</p> <p>22 see who was coming in the door.</p> <p>23 Q. That had nothing to do with your religion or</p>	<p style="text-align: right;">Page 49</p> <p>1 by the church?</p> <p>2 A. I was not employed by the church. I was never</p> <p>3 employed by the church.</p> <p>4 Q. Have you ever been treated by a psychologist</p> <p>5 or psychiatrist or anyone in the mental</p> <p>6 health industry?</p> <p>7 A. No.</p> <p>8 Q. Did you seek treatment for any mental</p> <p>9 distress or emotions since your termination</p> <p>10 from Nelson Electric?</p> <p>11 A. No. But my nerves have certainly calmed down</p> <p>12 quite a bit.</p> <p>13 Q. Since your termination?</p> <p>14 A. Since I'm away from them every day.</p> <p>15 Q. Derrick has given to me a copy of what in</p> <p>16 federal court we call initial disclosures.</p> <p>17 And he has named you as a witness, and he's</p> <p>18 also named employees at Nelson Electric as</p> <p>19 potential witnesses. Do you know of any</p> <p>20 other witnesses outside of Nelson Electric</p> <p>21 that may testify on your behalf?</p> <p>22 A. No, I do not.</p> <p>23 Q. Do you know of anyone else that's ever</p>

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1 complained to you or have you heard of  
 2 anyone complain regarding either sexual,  
 3 religious, or age discrimination at Nelson  
 4 Electric?  
 5 A. No, not on age.  
 6 Q. How about sexual discrimination? You know  
 7 anybody that's been sexually discriminated  
 8 there?  
 9 A. No.  
 10 Q. And religiously persecuted or discriminated  
 11 against at Nelson Electric?  
 12 A. No.  
 13 Q. You were not terminated due to some sexual  
 14 discrimination, were you?  
 15 A. He never told me why.  
 16 Q. Well, and you weren't discriminated against  
 17 by termination due to your religious  
 18 beliefs, were you?  
 19 A. He never told me why.  
 20 Q. So you don't know why you were terminated?  
 21 A. No, I do not.  
 22 MR. RADNEY: Thank you, ma'am. Give me one  
 23 second.

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1 (Break)  
 2 MR. RADNEY: That's all I have.  
 3 Thank you.  
 4 MR. BLYTHE: I have got a few questions just  
 5 to follow up.  
 6 EXAMINATION  
 7 BY MR. BLYTHE:  
 8 Q. Patricia, one thing that we need to clear  
 9 up. Did you file -- and I think this  
 10 happened since we started this particular  
 11 lawsuit. Did you file a small claims court  
 12 collection on somebody who didn't pay you?  
 13 A. Yes, I have, but it's not been --  
 14 Q. It's still hanging?  
 15 A. Uh-huh.  
 16 MR. BLYTHE: You had asked that question,  
 17 Larkin. And I knew she had, but she didn't  
 18 remember it.  
 19 MR. RADNEY: No problem.  
 20 Q. And let me just get straight to this,  
 21 Patricia. Were you fired to make room for  
 22 Debra Keel?  
 23 A. Yes, I believe I was. She was hired shortly

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1 after.  
 2 Q. And do you have any idea how old Debra is?  
 3 A. Not really. But I know she's younger than I am.  
 4 Q. And I know that Gary had said that he  
 5 couldn't keep three, I think, office  
 6 employees or something like that?  
 7 A. Three ladies in the office.  
 8 Q. And that was the reason he was going to let  
 9 you go?  
 10 A. Correct.  
 11 Q. How soon after he let you go did he hire  
 12 Debra Keel?  
 13 A. Within a couple of weeks to my understanding.  
 14 Q. And you make reference that she was a,  
 15 quote, contact at Russell Corporation. Why  
 16 is that important?  
 17 A. Because she was just like Renea. Renea was one  
 18 of his contacts at Russell also. They worked in  
 19 the office where he placed his orders. They  
 20 would contact him to see if he needed anything  
 21 when they were placing their orders, or they  
 22 would order through Gary actually. Actually,  
 23 it's what it was for things that they needed

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1 they ordered through Gary.  
 2 Q. Why would Renea and Debra come to work from  
 3 Russell for Gary? Do you have any idea?  
 4 A. They were his contacts. And Debra I know was  
 5 losing her job because they were closing -- I  
 6 presume she was losing her job because they were  
 7 closing yarn and dye.  
 8 Q. What about Renea when she came?  
 9 A. Renea's job to my knowledge was not in jeopardy.  
 10 Q. Did you do anything in preparation to go to  
 11 work in Opelika for Mr. Nelson?  
 12 A. Yes, I purchased a vehicle.  
 13 Q. What did you purchase?  
 14 A. 2002 Volvo.  
 15 Q. How much did you pay for that?  
 16 A. About 16,000.  
 17 Q. And did you have a vehicle at that time?  
 18 A. Yes, I did.  
 19 Q. What did you have?  
 20 A. Dodge Durango 2002.  
 21 Q. Why did you purchase this Volvo?  
 22 A. Because of the gas being so high. The Volvo  
 23 would have been a lot cheaper to drive back and

<p style="text-align: right;">Page 54</p> <p>1       forth to Opelika gas wise. And the Durango is a</p> <p>2       lot more expensive.</p> <p>3       Q. Were there other employees with Nelson</p> <p>4       Electric that had to drive back and forth to</p> <p>5       Opelika?</p> <p>6       A. Yes, there was.</p> <p>7       Q. Who were they?</p> <p>8       A. Well, Ricky Lashley for one. But, of course, he</p> <p>9       used a company vehicle to drive back and forth.</p> <p>10      He was purchased a new one. Well, he first took</p> <p>11      Ricky Patterson's truck. Then they purchased</p> <p>12      him a new one later on. And then Brian Voss</p> <p>13      drove back and forth in his personal vehicle.</p> <p>14      Q. Let me stop you first about the first guy.</p> <p>15      What was his name?</p> <p>16      A. Ricky Lashley.</p> <p>17      Q. And you say they purchased a company</p> <p>18      vehicle. Do you mean Mr. Nelson purchased</p> <p>19      him a company vehicle?</p> <p>20      A. Yes.</p> <p>21      Q. That was for him to drive back and forth in?</p> <p>22      A. Yes, and to do company business in.</p> <p>23      Q. You say Mr. Voss drove back and forth?</p>	<p style="text-align: right;">Page 56</p> <p>1       Q. When you started having trouble towards the</p> <p>2       end of your employment with Nelson Electric,</p> <p>3       were there certain things that Gary had</p> <p>4       asked of you?</p> <p>5       A. Yes.</p> <p>6       Q. Just explain that to me. What was going on</p> <p>7       there at the end?</p> <p>8       A. Well, asking me to go to Opelika. And I talked</p> <p>9       with him about that. I said, you know, I don't</p> <p>10      think it's right that I should be the one to</p> <p>11      have to go. I'm the only one that does this</p> <p>12      job. There's Cara Lee, Renea, and Louise all</p> <p>13      three did the same job. None did what I did.</p> <p>14      Why should I be the one having to go to</p> <p>15      Opelika? They were wanting to let Cara Lee go</p> <p>16      according to Ricky Lashley because she was</p> <p>17      always out of work.</p> <p>18      Q. Who is this Cara Lee? Where was she</p> <p>19      employed?</p> <p>20      A. At the Opelika shop.</p> <p>21      Q. You had actually been working for Nelson</p> <p>22      Electric longer than Renea; is that correct?</p> <p>23      A. Yes, it is.</p>
<p style="text-align: right;">Page 55</p> <p>1       A. Yes, he did.</p> <p>2       Q. Is that Brian Voss?</p> <p>3       A. That is correct.</p> <p>4       Q. Were there any special considerations made</p> <p>5       by Mr. Nelson for Mr. Voss?</p> <p>6       A. Well, he paid him once -- well, sometimes twice</p> <p>7       a month, at least once a month and every once in</p> <p>8       a while it was twice a month \$100 on each check</p> <p>9       that he gave him for gas money. That's what was</p> <p>10      put on the check. It was for gas.</p> <p>11      Q. Did he make and I say he -- did Mr. Nelson</p> <p>12      make any provision to buy you gas or</p> <p>13      anything like that?</p> <p>14      A. No, he did not.</p> <p>15      Q. To your knowledge is Brian Voss still</p> <p>16      employed with Nelson Electric?</p> <p>17      A. To my knowledge, yes.</p> <p>18      Q. And, Patricia, did you need this job with</p> <p>19      Nelson Electric?</p> <p>20      A. Yes, I did.</p> <p>21      Q. Why?</p> <p>22      A. You know, we have to have food on the table and</p> <p>23      pay bills.</p>	<p style="text-align: right;">Page 57</p> <p>1       Q. Was there any explanation given to you why</p> <p>2       Renea was not the person that was going to</p> <p>3       have to drive to Opelika?</p> <p>4       A. Yes, it was.</p> <p>5       Q. What was that?</p> <p>6       A. Gary said he did not want her down there. He</p> <p>7       wanted her at the Alexander City office. That's</p> <p>8       when he told me that Louise would be retiring in</p> <p>9       four years and that Renea by then would be able</p> <p>10      to run that office by herself, and there would</p> <p>11      be only one female in that office within four</p> <p>12      years because by then the work load for the</p> <p>13      Alexander City office would be so low it would</p> <p>14      require only one person, one lady, to work in</p> <p>15      the office. And all the business would be in</p> <p>16      the Opelika shop where there would be one or</p> <p>17      more females in the office there.</p> <p>18      Q. Did this seem fair to you, Patricia?</p> <p>19      MR. RADNEY: Object to the form.</p> <p>20      Q. Go ahead and answer the question.</p> <p>21      A. No, I do not think it's fair.</p> <p>22      Q. Let me ask you this. As far as you know</p> <p>23      today, how many females are working in the</p>

<p style="text-align: right;">Page 58</p> <p>1 office at Nelson Electric?</p> <p>2 A. The one in Alexander City, there's three.</p> <p>3 Q. Okay.</p> <p>4 A. And I presume there's still just Cara Lee at the</p> <p>5 Opelika shop.</p> <p>6 Q. Is there some reason that you feel like that</p> <p>7 Mr. Nelson didn't want to send Renea to</p> <p>8 Opelika other than what he told you?</p> <p>9 A. He said he wanted her up here at the Alex. City</p> <p>10 office.</p> <p>11 Q. After you left --</p> <p>12 A. Let me verify something. When I say the office,</p> <p>13 that includes the office and the shop where</p> <p>14 there's Louise and Renea in the front office and</p> <p>15 then there's the office in the shop where I was</p> <p>16 told Debra Keel was working. That was Renea's</p> <p>17 office when I left.</p> <p>18 Q. That's just geography, is it not?</p> <p>19 A. Yes.</p> <p>20 Q. They're still doing office work?</p> <p>21 A. Office work, correct.</p> <p>22 Q. Patricia, I know I'm asking you to base this</p> <p>23 next question on things that have been told</p>	<p style="text-align: right;">Page 60</p> <p>1 A. Well, she's younger than I am.</p> <p>2 Q. Well, do you believe there was some type</p> <p>3 inappropriate relationship between the two?</p> <p>4 A. I do according to the statements that Renea made</p> <p>5 and just from the looks of things with the two</p> <p>6 of them.</p> <p>7 Q. You think that's the reason you were treated</p> <p>8 differently?</p> <p>9 A. I feel like it was.</p> <p>10 Q. Now, these things that Louise and Renea said</p> <p>11 about your Jesus, how did that make you</p> <p>12 feel?</p> <p>13 A. It was very uncomfortable because, you know, I</p> <p>14 love my Jesus, and I'm proud of him. And I'm</p> <p>15 proud of him today. He supports me 24/7. And</p> <p>16 I'm going to be there for him 24/7.</p> <p>17 Q. Did that make you feel like they were</p> <p>18 somehow ridiculing you for being a</p> <p>19 Christian?</p> <p>20 A. Yes, I do.</p> <p>21 Q. Do you think they wouldn't have made these</p> <p>22 remarks if you were not a Christian?</p> <p>23 A. I don't think they would.</p>
<p style="text-align: right;">Page 59</p> <p>1 to you and things. But since you left do</p> <p>2 you have any idea about your specific job</p> <p>3 duties and who's doing those now?</p> <p>4 A. I do not have a clue other what I was told.</p> <p>5 Q. And what were you told?</p> <p>6 A. I was told that Debra Keel was hired. And she</p> <p>7 went in for the office in the shop to replace</p> <p>8 Renea. Renea went into Louise's office to</p> <p>9 replace Louise. Louise went into my old office</p> <p>10 to do my job and replace me.</p> <p>11 Q. This was after you were told that the</p> <p>12 business would not support this many</p> <p>13 employees?</p> <p>14 A. Correct.</p> <p>15 Q. Now, Patricia, do you feel like you were</p> <p>16 treated differently than Renea?</p> <p>17 A. Yes, I do.</p> <p>18 Q. Why is that?</p> <p>19 A. Well, you know, it was pay raises and just the</p> <p>20 way he acted in general.</p> <p>21 Q. I'm not asking what he did. I'm asking why</p> <p>22 do you think he treated her better than</p> <p>23 you?</p>	<p style="text-align: right;">Page 61</p> <p>1 Q. How much were you making per year at Nelson</p> <p>2 Electric when you left?</p> <p>3 A. Somewhere around 23. I'm not positive about the</p> <p>4 exact amount right now. I can pull income tax</p> <p>5 and see. But to my knowledge somewhere close to</p> <p>6 23,000 a year.</p> <p>7 Q. And, Patricia, when you first started</p> <p>8 working for Gary did you enjoy that job?</p> <p>9 A. Yes, I did.</p> <p>10 Q. And what about in the end?</p> <p>11 A. No. It was very uncomfortable to go to work</p> <p>12 there. I went because I had bills to pay.</p> <p>13 Q. And one final question, Patricia. And I</p> <p>14 know that Mr. Radney had asked this question</p> <p>15 in one form. I'm just going to ask it very</p> <p>16 directly. Has Mr. Nelson ever put his hands</p> <p>17 on you?</p> <p>18 A. Yes, he did.</p> <p>19 Q. Explain that to me.</p> <p>20 A. The very last day after he had let me go I was</p> <p>21 packing my personal belongings. I knew I had</p> <p>22 some discs over there with my personal things on</p> <p>23 there and to verify some other things. And on</p>

<p style="text-align: right;">Page 62</p> <p>1 that was my resume' that I had taken. And there</p> <p>2 was some church business on there. I picked the</p> <p>3 two discs up to put them in my box. When I did,</p> <p>4 Gary grabbed me by my right arm and jerked the</p> <p>5 discs out of my hand.</p> <p>6 Q. When you say he grabbed you by your right</p> <p>7 arm, what do you mean? Did he place his</p> <p>8 hand on you?</p> <p>9 A. No, he grabbed me. He held my arm very</p> <p>10 strongly.</p> <p>11 Q. Would you characterize that as an act of</p> <p>12 aggression?</p> <p>13 A. Yes, I do. I sure do. The way he jumped up and</p> <p>14 grabbed me, yes, I do.</p> <p>15 Q. Would you characterize that as some people</p> <p>16 might say man handling you?</p> <p>17 A. Yes.</p> <p>18 MR. BLYTHE: That's all the questions I</p> <p>19 have.</p> <p>20 EXAMINATION</p> <p>21 BY MR. RADNEY:</p> <p>22 Q. I take it when Gary touched you, it wasn't a</p> <p>23 in a sexual manner, was it?</p>	<p style="text-align: right;">Page 64</p> <p style="text-align: center;">C E R T I F I C A T E</p> <p>1</p> <p>2</p> <p>3 STATE OF ALABAMA )</p> <p>4 )</p> <p>5 TALLAPOOSA COUNTY )</p> <p>6 )</p> <p>7 I hereby certify that the above and</p> <p>8 foregoing matter was taken down by me in</p> <p>9 stenotype and was thereto reduced to computer</p> <p>10 print under my supervision, and that the</p> <p>11 foregoing represents a true and correct</p> <p>12 transcript of said matter.</p> <p>13 I further certify that I am neither of</p> <p>14 counsel nor of kin to the parties to the</p> <p>15 action, nor am I in anywise interested in the</p> <p>16 result of the said cause.</p> <p>17</p> <p>18</p> <p>19</p> <p>20 FRANCES P. LOONEY, COMMISSIONER</p> <p>21 ABCR NO. 81</p> <p>22</p> <p>23 My commission expires 12.27.2009.</p>
<p style="text-align: right;">Page 63</p> <p>1 A. No, it was aggressive.</p> <p>2 Q. This was after he had already let you go?</p> <p>3 A. Yes, I was packing my things.</p> <p>4 Q. Do you know whether or not Debra Keel is</p> <p>5 presently employed at Nelson Electric?</p> <p>6 A. No, I do not.</p> <p>7 Q. Do you know when she was employed?</p> <p>8 A. All I know is I was told she came there a couple</p> <p>9 of weeks after I left.</p> <p>10 Q. In your EEOC charge you never mentioned the</p> <p>11 name of Debra Keel. Why is that?</p> <p>12 A. Well, we did the day we were there because I</p> <p>13 found out the night before we went.</p> <p>14 Q. And in your complaint that you filed against</p> <p>15 Nelson Electric, you never mentioned the</p> <p>16 name Debra Keel, did you, when you filed</p> <p>17 this 15 November, 2007? Do you see her name</p> <p>18 in this complaint?</p> <p>19 A. No, it's not.</p> <p>20 MR. RADNEY: Thank you, ma'am. That's all I</p> <p>21 have.</p> <p>22 END OF PROCEEDINGS</p> <p>23</p>	

<p><b>A</b></p> <p>ABCR 64:21 ability 46:2,7 able 9:4 57:9 about 4:19 9:5 19:22 20:3,5 21:1,17,20 23:10 25:12 28:8,18 29:18 32:9,10 33:3 35:7,8,17 36:19 38:8 40:4 42:3,23 43:19 43:22,23 44:3 45:3,8 45:16 46:11,20 47:16 48:7,10,11,13,15,19 48:21 50:6 53:8,16 54:14 56:9 59:2 60:11 61:3,10 above 4:5 64:7 Absolutely 10:4 accepted 28:21 according 37:15 56:16 60:4 account 33:18,19 accounting 8:2,3 accusations 35:6 accused 44:8 46:11 act 62:11 acted 59:20 acting 3:19 action 10:6 64:15 active 18:22 actually 11:13,15,16,18 12:11 19:10 20:5 25:1 28:20 45:12 52:22,22 56:21 additional 23:13 address 5:18 administrative 11:5 administrator 25:21 advertise 13:12 affair 44:7,8,13 45:4,5 affect 46:2,6 affiliation 16:23 afford 20:21 after 11:6 12:11 19:10 20:22 21:21 22:17 26:19 45:10 52:1,11 58:11 59:11 61:20 63:2,9 against 9:9 10:6 17:5 20:11 38:11 50:11,16 63:14 age 6:14 7:7 20:11,12 20:17 50:3,5 aggression 62:12 aggressive 63:1 agree 29:23 agreed 1:13 2:1,8 29:5 29:6 30:13,13,23 agreement 3:12 9:13</p>	<p>28:14 29:9,13,18 30:12,15,22 ahead 7:16 21:22 23:4 57:20 al 1:9 Alabama 1:2,21 2:23 3:5,18,19,21 4:3 5:19 64:3 Alex 42:4 58:9 Alexander 1:21 2:23 3:5,18 4:2 5:19 41:18 41:22 57:7,13 58:2 allege 35:1 alleged 4:21 already 36:23 63:2 always 28:7 44:8 56:17 amount 27:7 29:2 31:11 61:4 and/or 23:4 31:3 47:10 angel 35:23 36:2 37:7,9 annual 33:1 another 43:18 answer 5:1,15 9:23 10:2 19:7 21:15,22 57:20 answering 19:5 anybody 21:19 30:6 38:9 47:2 50:7 anyone 18:14,18 37:18 39:17 43:3 48:17 49:5,23 50:2 anything 9:14 11:23 18:22 23:16 35:12 37:17 38:8,22 40:16 44:4,17 47:6 52:20 53:10 55:13 anywhere 14:23 15:12 anywise 64:15 approximately 1:22 4:3 9:3 arm 62:4,7,9 around 16:21 33:3 41:18,21 47:21 61:3 asked 30:14 43:13 51:16 56:4 61:14 asking 10:7,8 56:8 58:22 59:21,21 assign 2:13 assigned 11:14 assistant 11:5 associate 7:21 associated 15:21 Association 16:1 assume 5:1,8 attempt 4:23 30:9 attempted 14:22 attend 16:14 attitude 48:3,6 attorney 2:21 5:14</p>	<p>attorney's 6:9 attorney/client 23:3 August 13:5 21:1 Avenue 1:20 3:4 4:2 away 20:2 44:20 49:14 awful 37:22 a.m 1:23 4:4</p> <p><b>B</b></p> <p>B 3:10 back 22:23 30:2,11,23 31:2 37:1,23 38:2,2,4 38:4 39:1,3,11,17,23 42:6 53:23 54:4,9,13 54:21,23 background 4:20 5:9 7:12 bad 19:3 bank 24:11 25:18 Baptist 15:21,23 16:17 Barnes 1:20 3:3 base 58:22 based 23:12 30:11 31:10 basically 8:1 16:21 25:11,14 basis 13:16 batting 42:16 become 8:17 11:7 15:2 15:4 before 1:17 3:23 5:5,6 12:12 20:7,23 28:23 36:23 41:2 44:5,23 45:6,8 63:13 behalf 2:19 3:1 4:18 49:21 being 4:8 22:9 42:6 43:19 44:21 47:15 53:22 60:18 beliefs 37:20 48:1 50:18 believe 11:12 29:17 33:3 51:23 60:2 belongings 61:21 benefit 7:11 benefits 33:5,7 Benjamin 8:9 best 43:15 better 59:22 between 1:14 42:10 43:9 47:9 48:9 60:3 bills 13:11 28:22 30:10 55:23 61:12 Birmingham 7:15 8:4 birth 6:16 bit 49:12 black 22:2 blankety-blank 40:9 Blue 34:7</p>	<p>Blythe 2:20 3:15 6:8 9:11,20,22 10:10,15 14:14,16 17:19 21:22 23:1 51:4,7,16 62:18 bonus 41:1,6 bonuses 41:2,4 both 14:17 30:23 bottled 46:12,14,19 47:4 box 62:3 Bradika 39:16 branch 27:12 break 5:12,13 51:1 breaths 39:14 Brian 41:15 54:12 55:2 55:15 bring 14:8 bringing 46:13 Brother-in-law 16:13 brought 18:1 Bryan 42:2 building 38:9 business 12:9,10 13:10 24:5 31:10 41:22 45:19 54:22 57:15 59:12 62:2 buy 55:12 buying 46:21</p> <p><b>C</b></p> <p>C 2:17 64:1,1 call 12:1 25:20 49:16 called 25:22 30:23 calmed 49:11 came 3:23 20:5,7 22:3 25:19 28:23 36:16 44:5 45:6 46:15,17 53:8 63:8 cancer 33:9,15 43:21 capacity 1:9 Cara 56:12,15,18 58:4 care 15:4 22:3 36:22 39:22 48:16 cared 46:17 carry 34:18 case 1:6 17:1 46:22 47:1 cause 4:5 64:16 Central 1:20 3:4 4:2 certain 29:21 33:5 56:3 certainly 5:14 49:11 certify 3:20 64:7,13 change 32:11 changed 27:2,18 30:16 30:18 characterize 62:11,15 charge 9:9 63:10 charged 12:21 cheaper 53:23</p>	<p>check 55:8,10 checks 32:17 chemo 43:23 children 6:5 choice 37:2 Christian 60:19,22 Christmas 41:2 church 15:17,18,19,20 15:21 16:3,6,14,20 22:4 49:1,2,3 62:2 City 1:21 2:23 3:5,18 4:2 5:19 41:18,23 42:4 57:7,13 58:2,9 Civil 3:21 claim 9:15,19 10:10 17:4 20:10 46:6 claims 4:20 51:11 classes 7:14 cleaned 22:4 clear 4:23 32:9 41:13 51:8 clipped 22:23 close 10:16 14:9 16:8 42:15,18 44:21,21 45:18 61:5 closed 15:18 16:3 closing 53:5,7 Club 11:4 clue 27:4 59:4 collection 51:12 college 7:14 8:16 come 30:2,11 44:3 46:7 53:2 coming 44:10 47:22 commencing 1:22 4:3 commission 64:23 commissioner 1:18 3:20 64:20 comp 39:22 40:3,11 company 21:10 24:12 25:16 33:11,13,17 54:9,17,19,22 complain 48:7,10,11 50:2 complained 43:22,23 50:1 complaint 20:8 32:2 35:1,14 41:9 42:8 63:14,18 completely 5:16 compliance 2:5 computer 64:9 computers 8:1,1 conceived 48:8 concerned 48:18 concerning 28:15 37:11 38:22 42:11 confer 5:13 conflict 47:11,14</p>
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